C. P. 71 & 72—650,616—21-11-30.

C.F. 71 & 72.

1932

Department of L.R & Sk

OFFICE B.P. of Rev

STATION Madras

Mis No. 1493

1493

Dated 13.5.32

B5972

To whom sent		Date	Initial
	Given for copying		
	Copied		
	Examined		
	Signed		
	Given for despatch		
	Despatched		
Pages in this file	Indexed		
	To be destroyed on*		

(SUBJECT)

Lease Land - (Shamars) - Mangalore Th & Tom. River foreshore - Bokkapatna Board Funds. Mathur Shanbhag - Petn - Orders passed

* Not to be filled in in the case of permanent records.

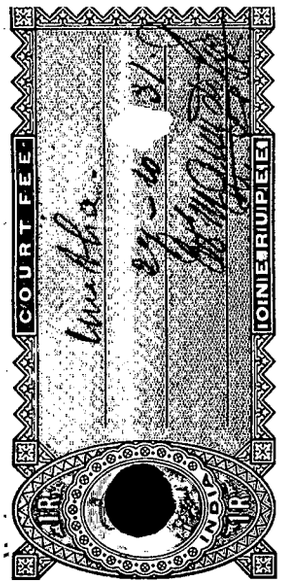
Mad & N Dis 1069-31

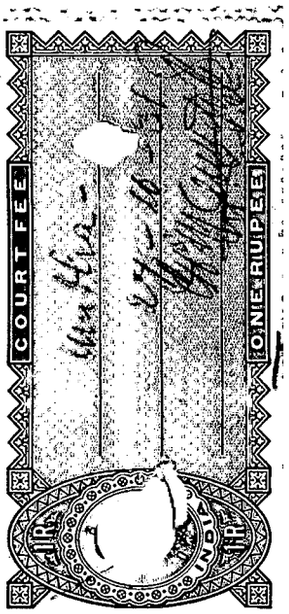
RP 131
CM 280

Before the Honourable Commissioner of the Board of Revenue, B 5977

Land Revenue and Settlement)

M a d r a s.





Muthu Marakala, son of Angara Marakala residing at Bokapatna, Bolur Village, Mangalore Taluk, Mangalore Post. South Kanara District } Petitioner

presumes that his petition dated 21- 8- 1931 quoted in para 2 supra has been simply filed in the connected records.

4. That the said plot was darkhasted for by Petitioner in D. R. 87/1329 on the file of the Tahsildar of Mangalore Taluk, and it being leased out to Petitioner he has paid three years rent therefor and had raised the level by filling sand to protect his house-building (marked B in T. S. No. 965/1 in the plan) against floods.

5. That subsequently Duma Marakala, Angara Marakala and others darkhasted for the said plot and, after enquiry, the lease of Petitioner was cancelled and the plot reserved as poramboke in order D. Dis. 7280 - 25 dated 2- 11- 1925 of the Collector of South Kanara.

6. That later on the abovesaid Duma Marakala and others again darkhasted for this very plot in D. R. 254/1340 on the file of the Tahsildar of Mangalore Taluk Petitioner filed an objection petition on 27- 4- 1931 and the Tahsildar rejected the darkhast (certified copy enclosed).

7. That Petitioner also presented an objection petition before the Revenue Divisional Officer of Mangalore Division on 5- 7- 1931 during his local inspection.

8. That Petitioner humbly believes that the

circumstances of the case have been mis-represented to the Collector by the Vakil of the Moktessors of the Bokapatna fishermen's boat fund and hence the Collector chanced to pass the order D. Dis. 7138-31 prejudicial to Petitioner and that Petitioner was not given an opportunity of personally representing his grievances.

9. That if the Collector was pleased to hold a personal local inspection he would never have passed the above order.

10. That so far as Petitioner was the first applicant and so far as Petitioner elevated the level thereof and so far as it was first leased out to him his claims are preferential, the plot being also adjacent and direct frontage to his holding T. S. No. 965/1.

11. That the additional clause embodied by the Tahsildar in the lease taken from the said Moktessors that they will not cause obstructions to the hauling up of boats of others on the plot, has been ordered to be scored by the Collector, under misrepresentation of facts.

12. That, taking advantage of this, the Moktessors of the Boat Fund who are in inimical terms with Petitioner, have commenced to threaten Petitioner if he were to haul up his boats on the plot after the 14th of November next.

13. That the enclosed plan clearly shows that

Petitioner who is a fisherman by profession, must necessarily cross the plot C in question, from his house to the adjoining river for fishing and he has no other passage and no other plot to haul up his boats, and thereby Petitioner has been subjected to gross injustice and serious difficulties. May, Petitioner has grave reasons for apprehension of a rioting and breach of the peace at the hands of the said Moktessors of the Boat Fund and their partisons.

14. The Petitioner, therefore, most humbly prays that, on a favourable consideration of the above facts and a kind perusal of the connected records, the Honourable Commissioner may, after calling for a report from the Collector of South Kanara on a personal local inspection, be graciously pleased to order the additional stipulation embodied by the Tahsildar in the lease of the said Moktessors to be retained or if they do not consent to it, the plot may be ordered to be leased out to Petitioner whose claims are preferential, embodying the said additional clause.

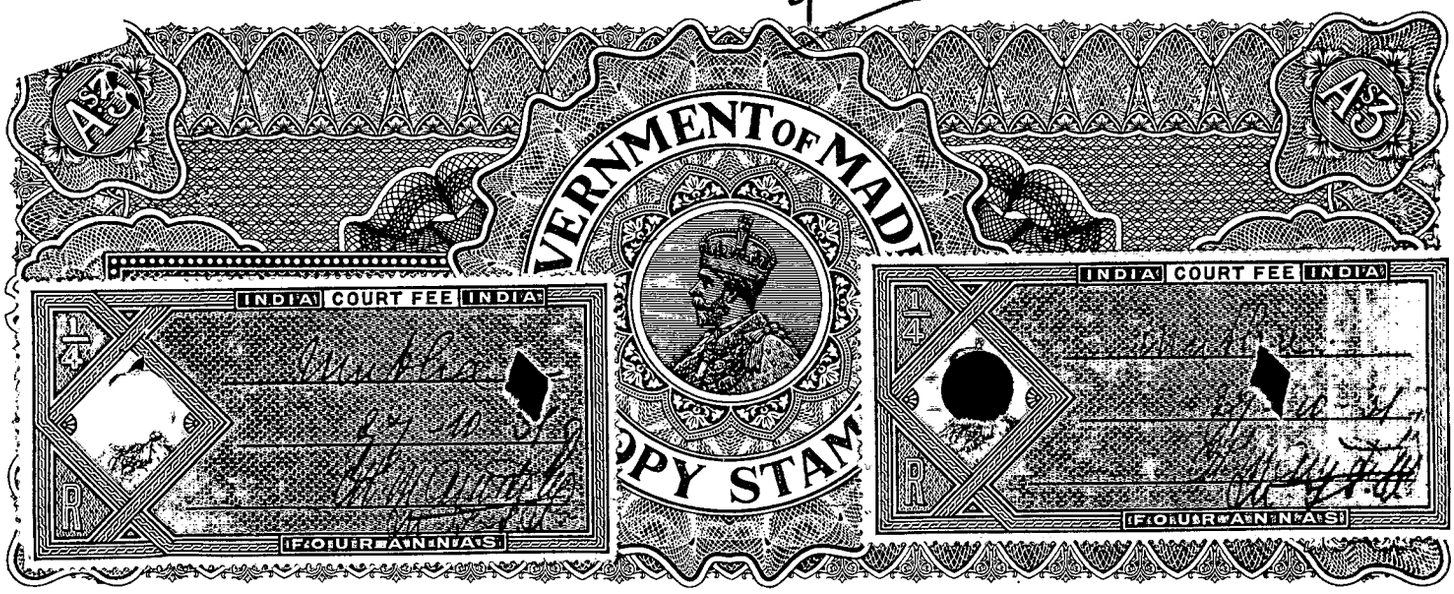
For which act of justice and kindness, Petitioner shall, as in duty bound, ever pray and remain ever grateful.

ಮಂಜಪ್ಪ ಸಂಜೀವ

Mangalore,
27th October, 1931

Petitioner.

9



~~7738~~ 7138.

D. Dis. etc. ~~7738~~ 7138-31

Proceedings of the Collector of South Kanara —

Dated the 12th August 1931. —

Khan Bahadur J. Hussain, Bar-at-law

Leases — Lease of land - Mangalore - land within Port - limits - Bokkapatna - Boat fund - orders passed

—

1. Petition dated 16th July 1931 of Angara Salins & another filed by Mr. R. Rey Rao Bahadur & Sr. Swarna, Advt. —

2. Mr. Mangalore Revenue Divisional officer's Dis. 3346-31 dated 3rd August 1931; and —

The connected records. —

—

The plot may be leased out to the Mr. Abdesser of the Bokkapatna fishermen's Boat fund on a 3 years' lease for a nominal rent of two annas per annum to be renewed every three years. —

(Sd) J. Hussain

12.8.31 - Collector - SK

2345.

12x · 8

Dr. Rep. Rao.

A. To. Tegunso

Copied by K Compd. by Aw Errors te one only —

Total words = 117

28.9.31.

(One copy on one sheet only)

269

28.8.31

28.8.31

28.9.31

7.10.31

Deputy Collector

RP 74

B.6119

Before the Honourable Commissioner of the
Board of Revenue,
/Land Revenue and Settlement/
Madras.

Humble memorial of the undersigned residents of Bokkapatna, Bolur Villages, Mangalore Taluk, Mangalore P. O., South Kanara District.

Dated 2nd November, 1931.

Most Humbly Sheweth,

That memorialists most respectfully beg to approach the Honourable Commissioner with their following grievances with sanguine hopes that they will meet with sympathetic consideration and redress.

2. That memorialists are members of the Bokkapatna Fishermen s Boat Fund.

3.

praying thatthe said plot may be granted on lease in their joint names.

4. That memorialists now learn that the said plot has been leased out to the Moktessors of the said Boat Fund.

p9 c4

5. That memorialists learn that the Tahsildar of Mangalore Taluk foreseeing that inconveniences will be felt by fishermen in hauling up their boats ~~by them~~ thereon, justly and rightly got an additional clause inserted in the lease deed taken from the said Moktessors to the effect that they would not obstruct others in hauling up boats there.

6. That the learned Vakil of the said Moktessors appears to have misrepresented facts to the Collector of South Kanara who giving credit to the words of the said Vakil got the additional clause mentioned in para 5 supra scored out of the lease, without enquiring into the petitions filed in that connection and without holding any local inspection.

7. That the said Moktessors, taking advantage of the scoring out of the said clause, have now commenced to threaten memorialists against hauling up their boats there, who, though are members of the Boat Fund, belong to the other party severed therefrom as they are unwilling to act in accordance with the desire of the

above said Moktessors who are hot-tempered men.

8. That memorialists have no other plot or ground save the above said one to haul up their boats and they being professional fishermen have no other passage to go to the river for fishing.

9. That the above said Moktessors being wealthy men having several rowdies at their beck and call are apt to commit any high-handed acts through their partisans and on such occasions memorialists have strong reasons for apprehension of a breach of the peace and rioting.

10. The memorialists, therefore, most humbly pray that, on a favourable consideration of the above facts and after calling for a report from the Collector of South Kanara on a personal local inspection, the Honourable Commissioner may be graciously pleased to redress their grievances by ordering the retention of the additional clause inserted by the Tahsildar in the lease of the said Moktessors.

For which act of justice and kindness, memorialists shall, as in duty bound, ever pray and remain ever grateful.

This left hand thumb impression represents Koraga, Nephew of Mara Marakala,

This left hand thumb impression represents Aitha Gurikara, Nephew of Para Guri

The Kannada letter, the signature of Koraga, Nephew of Kodlara (alias) Marakala;

This left hand thumb impression represents Thania Son of [illegible] Gurikara,

This left hand thumb impression represents Chinnappa marakala, Son of Koraga marakala,

This left hand thumb impression represents [illegible] ala, Son of Aithini marakaldu Ichappa. G. Sivoorappa ಇಚಪ್ಪ. ಜಿ. ಶಿವೂರಪ್ಪ

This left hand thumb impression represents Chathru Son of Bomma. B. Muttappa Son of Kraan Gurikar.

This left hand thumb impression represents Babu Salian, Son of Krishnappa, ಬಾಬು ಸಾಲಿಯಾನ್

This left hand thumb impression represents Ganapathipoojari, Son of Angara marakala,

This left hand thumb impression represents Babu marakala, Son of Koraga marakala

This left hand thumb impression represents Somanabba Son of Gumma marakala,

This left hand thumb impression represents Shyampa, Son of Koraga marakala.

This left hand thumb impression represents Subraya, Son of Pakkeramarakala,

This left hand thumb impression represents Thyapa Poojari, Nephew of Gunnamarakala,

This left hand thumb impression represents Krishnappa, Son of Poova Gurikala,

This left hand thumb impression represents Gunnamarakala, Nephew of Thyampamarkala,

This left hand thumb impression represents Somaya marakala, Son of Thamiya Marakala

B. Rangappa Amern, Son of Angaramarakala,

This left hand thumb impression represents Poojari, Son of Thamia marakala.

B. Krishnappa Gingamma.

This left hand thumb impression represents Seerappa Puthran, Son of Poova Gurikara,

This left hand thumb impression represents Aithappa, Son of Karguda marakala.

B. Ananda

Sincerely yours

Bangalore Nagaraja Rao

Public Relations Officer

A. G. Gomes

Dr. (Mrs.) A. G. Gomes, M.D.

Dominga Gomes,

Medical Officer in charge

R.7386/111

R.: No. 10469-31B2

27

Mm.

Nexus - Lease deed - Mam
Land within Port limits
Bukkabatna Bial Tumd -
Appeal pet. of Multa

Th. Taln. Mangalore is
requested to submit a
cmca ltr. records stri
T.R. No. 84/1329 on hi
file

DE:IGR

for b Sha

16/12.

10.12.21.

Subject. 29

R. F. XXII-A-19—39,500 2

FOR MEMBER

6/11

Case - Land (S. Kanara)

Mangalore to Hosur. Appeal

Mukka Marakala.

132 Ub 32

READ AGAIN B. P. No. _____, dated _____ 193

" " " _____ " " _____ 193

READ ALSO :—

B Register No. 5977, From the petr, No. _____, dated 27.10.

p

B " " 6119, " " Residents of Bolkapolia, " _____, " 2.11.

pp

" " _____, " " _____, " _____, " _____

RESOLUTION. Refer. B No. 5977/31-1, dated 6.11.

DESPATCHED 7 NOV 1931

Issued 6/11

24 7/11

Forwarded to the S. Kanara of Madras for submission the connected records & remarks on any allegation which are not clearly with in the records

Rec'd 9.11 6.11.31

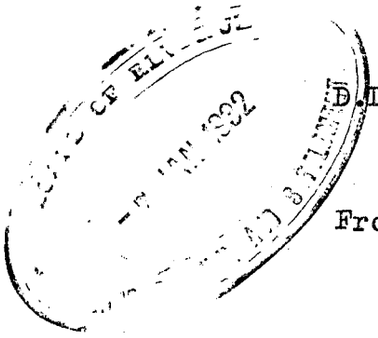
ab 6-11-31

For the collr of S. Kanara

in duplicate 2 petns

& recds to be rend

x pp 1-26 cf



31/ R.P. 187 B172

D.Dis. No. 10769-31. South Kanara Collector's Office,
Mangalore, dated 23rd Decr. 1931.

From

Khan Bahadur J. Hussain, Bar-at-law,
Collector of South Kanara.

To

The Secretary to the Board,
Land Revenue and Settlement,
M a d r a s.

Sir,

Leases - South Kanara - Mangalore Town - Land within Port Limits - Bokkapatna Boat Fund -Appeal petition of Mutha Marakala - Report submitted.

p29 y Board's Ref.No.B.5977/31-1 dated 6-11-1931.

The plot in question was first leased out to the appellant Mutha Marakala in 1920 in Tahsildar's order Dis. pp 14+15 y (V) 94 R/Rev.20 dated 3-11-1920. But it was cancelled by the p21 y (7) Collector in 1925 on the representation of the present lessees. The present lessees who are the members of a registered body known as the 'Bokkapatna Boat Fund' first applied for the plot on darkhast which was rejected by the p4 y (P) Tahsildar, Mangalore in his order D.R.No. 254/1340. The Moktessors of the said Fund then applied to me for the lease of the plot in favour of the said Fund. As I found that the plot was necessary for the members constituting the Boat Fun p 11 y (D) I ordered the leasing of it to the Moktessors of the Fund fo a rental of Annas two per year. The appellant had proteste against the lease of the plot to the Boat Fund. I rejected p 17 y (D) the petition in my order Ref.No. 8304-31 dated 29-8-31

(2) The plot forms direct frontage to the patta land S.No. 965/1 owned by the Boat Fund, the present lessees and the members of the Boat Fund moor fishing boats which are about 150 in number on it. The extent of the plot is only 10 cents and this space is hardly sufficient for their requirements.

(3) The sketch accompanying the appeal petition is incorrect p13 y
A correct sketch is enclosed with the lease deed. In his sketch p92 (C)
the appellant has shown a road leading from the Sultan Battery road to the plot in question. But, no road passes through S.No. 965/1 owned by the Boat Fund. The Public latrine shown in the sketch actually stands outside the plot leased out to the Boat Fund and there are no improvements on the plot as alleged in the appeal. Besides, the appellant owns plot No. 964/3A2 adjoning the river where he can moor his boats.

(4) The memorial has been signed by Christians, Muslims Pa 15-25 y
and members of the non-fishermen Hindu Community although the real Boat Fund has only Hindu Fishermen as its members. The memorial has obviously been got up by the appellant to deprive the existing Registered Boat Fund of the benefits of the plot leased out to it.

(5) The appeal petition and memorial received with the Board's reference and the connected records are enclosed.

Tahsildar's R.Dis.94/Rev.20 dated 3-11-20 (V)
and D.R. 254/1340. (P)
Collector's D.Dis.Nos. 7280-25 dated 2-11-25, (7)
and 7138-31 dated 12-8-31. (D)
Lease deed dated 21-8-31 with a sketch. (C)
Mangalore Rev.Divl.Officer's L.Dis.No.
2750-31 dated 11-7-1931. (N)

G. Krishnamurthy
For Collector. 4-1-32

4-1-31

Subject. 33/

R. F. XXII-A-19—30,0^4—2-2-31 (6)

FOR MEMBER. Leases of town Boat Fund — Land - (Skanara) - Mangalore tk River Perumbuke - Bokkapatna Nathu Marakala Petn

AS(Lr)

READ AGAIN B. P. No. _____, dated _____ 193

" " " _____, " _____ 193

READ ALSO :—

Register No. _____ From the B 172/32, No 2 p 31 & 32 dated _____ 193

R T

" _____, " " _____, " _____ 193

" _____, " " _____, " _____ 193

5243 1544

1944 2944.32

RESOLUTION. No. B.5977/31-2 dated 15.1. 1932

Para 10 - p5 f

The petitnr claims that S.no. 965/1 belongs to him. The R-I's report at p18 of the Coll's file, Dos no 7280/25 of 2-11-25 also shows that the petitnr is one of the joint registered holders of S.no 965/1. In his letter quoted above, the Coll. however, states that the land is owned by the Boat Fund. He is requested to explain the discrepancy and to report under whose occupatn S no 965/1 now is

p3 f

Sd/- 15-1-32

Sd/- 12/1-32 15.1.32.

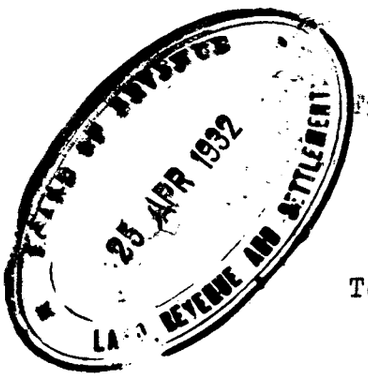
Rec'd Collector of Skanara with records as per bdx to be sent p32 f

Rec'd 16/1/32

Ref.No.823-32-B2.

South Kanara Collector's Office,

Camp Vittal. 19th April 1932.



From

Khan Bahadur J. Hussain, Bar-at-Law,

Collector of South Kanara.

To

The Secretary to the Board,

Land Revenue & Settlement,

M a d r a s.

Sir,

Leases - Land - (South Kanara) - Mangalore Taluk and Town - River Poramboke - Bokkapatna Boat Fund - Muthu Marakala petition - Report submitted.

******

Board's Ref.B.No.5977/31-2, dated 15th January 1932.

******

Muthu Marakala got himself registered as one of the joint holders of T.S.No.965/1 by misrepresentation of facts but the registration was subsequently cancelled in this office D.Dis.11237-25, dated 20th April 1926 as it was found that he had no claim whatever to the property as it belonged exclusively to the Boat Fund.

2. T.S.No.965/1 is under the Boat Fund and a house standing on it is in the enjoyment of one Panji Marakala who pays Re.0-12-0 as rent to the Boat Fund.

3. The records noted in the margin are enclosed.

1. Tahsildar's R.Dis.94 Rev./20, dated 3-11-1920 & D.R.254/1340.
2. Collector's D.Dis.7280-25, dated 2-11-1925, 7138-31, dated 12-8-1931 and 11237-25, dated 20-4-1926.
3. Lease deed dated 21-8-1931 with a sketch.
4. Mangalore Revenue Divisional Officer's L.Dis.2750-31, dated 11-7-1931 and D.Dis.3015-25, dated 26-11-1925.

For Collector.

M.D'S.21/4.

21.4.32.

Lease land (Shanara) - Mangalore Tk. & town. Near Permanke - Bokkapatna Boat-Jetty Muthu Manakala - Petition - Orders passed :-

---

B 5977/32 - Ff 17 f
B 172/32 - Ff 31 & 32 f
B 2104/32 - f 35 f

Res (Mis) 1493 dt 13.5.32

The Board considers that the best course in this case is not to lease out plot A to anyone, but to leave it open for common use. The Collr's order dt is no 7138/31, dt 12.8.31 sanctioning the lease of the plot to the Bokkapatna Boat Jetty is accordingly cancelled. The petition is referred to the Collr. for orders on petition.

[illegible] 13.5.32

[illegible] Govt
vs. 12.5.32

Petition
out
35 f
Manakala,
Ra
ur Tk; Mangalore Tk.)

Note Sheet

Lease - Land (S. Kanara)

Mangalore

(1/2)

Ltr. Town — Appeal petn. Mutha Marak

B.S.R.II — pp. 1-7 cf.

D.A.S.

Please see the appeal petn at p1-7 cf.

2. The order at p 9 c.f. is not the one passed on the petn dated 1.8.31 referred to in para 2 of the petn. The petr. states that he applied for a copy of the order passed on this petn. dated 1.8.31 and that he has been given the order at p 8 c.f. He thereby presumes that this petn has been merely filed with the proceedings at p-9 cf.

3. The appeal is really against the collr's order at p 9 c.f. The appeal is in time. The sketch at p 13 cf. shows that the site leased out is in front of the petr's house and that the petr. should reach the river in front through the portion leased out. The petr. states that

e is a fisherman by profession
and that the lessee should be allo
wed to permit the petr to utilise
the plot as usual or that the land
should be given out to him.
the request of the petr seems reasonable.
the Talr. rejected the applcn for
the assignment of the land on p 11 cf
20.7.31. the plot was ordered
to be leased out by the Collr. p 9 cf
on 12.8.31. For ordering whether
the records may be called for.

cvr
3/11/31

S

4/11/31

To A.S(HR)

A.S(HR)

Draft submd.

the petn received on 5.11.31
(pp 15-26 cf). will also be forwarded
to the Collr.

cvr
6/11/31.

6/11/31

Board's Rcpno B5977/31-1, dt 6-11-31 p 29 f
B 172/32 pp 31 & 32 f
Board's Rcpno B5977/31-2, dt 15/3/32 p 33 f
B 2259/32 p 35 f

M/s 8/4 AS(HR)

to AS(HR)

Please see the Boards report
at pp 31 & 32 f, the Board's Reference

at p33 of and the Collr's
further report at p35 of
/ The facts of the case are a
follows:-

The plot marked 'A'
in the sketch at p9 of (C)
forms part of the unsurve
Netravathi river. It was lea
p14 of (V) by the Collr to the
(Mutha Marakala) in 1920
& 1925, the lease was can
p21 p25 of (7) by the Collr on the obje
raised by the Mokhtessors of
the Bokkapatna Fishermen's
Boat Fund. The Taht. has
p7 of (7) recommended ~~that~~ then H.
the plot might be kept as
was, without assigning it o
leasing it out to anybody
14 of (P) In Nov 1930, one Hyd
Salian on behalf of the
Bokkapatna Boat Fund
applied to the Taht for the assignme
of the plot. The matter
under correspondence with the
R.D. and the Port Officer, a
the plot lay within port
p12 of (P) The Port Officer had no

the reclamation of the land
the hauling up of the fishing
boats by the petitioners provided
it did not interfere with the
right of hauling up boats belonging
to other persons. The Tahsildar referred the matter to the RDO
orders. Meantime Angara Marakala
and Doma Gunkara also applied
to the RDO in July 1931 for the
assignment of the plot to the
Boat Fund. The RDO inspected
the plot and considered it
expedient to confer any private
rights over it in favour of an
individual or a body of men
like the Boat Fund. He therefore
directed the Tahsildar to reject
the darkhast.

Angara Marakala and Doma
Gunkara then applied to the Collr
to assign the plot or at least
to lease it out to the Boat Fund.
The Collr ordered that the plot
might be leased out to the Boat
Fund on a 3 years' lease for
nominal rent of 2 as per
annum. The Board's petitioner
(Muthia Marakala) then petitioned

pp 13-16 of (D)

to the letter. ors 21 & 31 against
his name (

which is referred to in para 2 of
the petn at p 1 of). The CM
p 17 of (D) rejected the petn and it is not
clear whether this order was
communicated to the petitioner

(C) The draft lease deed submitted by the
Tahsildar contained a clause
providing it does not interfere
with the right of hauling up
boats belonging to other persons
p 21 of (D) on the representation of the
Mukkuvars, the L.A.O.
p 23 of (D) deleted this clause in the
(C) lease deed.

It is against these orders
of the letter that the petr
has approached the Board.
The petitioner states that
p 5 of C 965/1 adjoining the plot
belongs to him. The letter,
however, points out that the
patta for this field which
was at first registered in the
petr's name was subsequently
cancelled and that he has
no claim whatever to the

property as it belongs exclusively
the Boat Fund. The petitioner,
however owns plot no 964/3A2
lying to the north of plot A.
The Collr. states that as the
plot adjoins the river, he can
moor his boats there.

S. no 964/3A2 also faces
the plot in question on its northern
side. It is not known whether
the petr. can conveniently moor
his boats on the river shore on
the western side of S. no 964/3A2.
He has been mooring his boats
in the plot in question and
the Workers of the Boat Fund
also have admitted that this
has been so. Their point is
that they can reclaim the
plot only if it is entirely
under their control. But this
cannot stand as a reason
for extinguishing the existing
rights of the other fishermen
who are not members of the
Boat Fund. On the whole it
appears equitable to restore
the clause deleted by the Collr,
reserving the rights of other persons

who have been mooring their boats in that plot. The Port Officer recommended this claim the petitioners would remain satisfied with it. The Board of Trade is requested to

For orders.

[illegible] CW 3.5.32

In 1925 the Collector (Messrs. Mills) cancelled the lease granted to the petitioners on the Tahsil report that the fishermen in the locality moored their boats at the place and they had access to the river and through it. In 1931 the Collector after inspection considered it inexpedient to confer any such rights over the land in favour any person or body of persons like the "Boat Fund". The Collector did not inspect the land but granted a lease of the land to the "Boat Fund" for 3 years. Some members of the "Boat Fund" objected to the deletion of the claim referred to above from the lease. In these circumstances the best course seems to be not to lease out the plot at present.

the Board declines to cancel the lease the deleted clause may be removed.

5

From the papers, the course that is most likely to put an end t this fiend seems to be, as A. S. says, t cancel the lease. If the "Boat Trust people want the place badly for their boats, they will reclaim it, lease or re lease.

A.H.L.
5.5.32.

No 3. The Lease

Draft
1.5.32

T. of A.S (L.R.)

Draft submitted.
C. Peto's does not appear n is only a case of leas

1.5.32